

0604

A G R E E M E N T

Between

TOWNSHIP OF PEMBERTON,
COUNTY OF BURLINGTON, NEW JERSEY

and

PEMBERTON TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL NO. 260

X
January 1, 1982 through December 31, 1983

MATHEWS, SITZLER, WEISHOFF & SITZLER
313 East Broad Street
Palmyra, New Jersey 08065
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copy 05-27
Official Copy

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE.</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	ASSOCIATION DUES	4
IV	AGENCY SHOP	5
V	NO-STRIKE PLEDGE	9
VI	HOURS OF WORK, OVERTIME AND COURT TIME	10
VII	VACATIONS	12
VIII	HOLIDAYS	13
IX	LEAVES OF ABSENCE	14
X	HEALTH AND WELFARE INSURANCE	16
XI	CLOTHING MAINTENANCE ALLOWANCE	17
XII	SALARIES	18
XIII	GRIEVANCE PROCEDURE	20
XIV	ARBITRATION	23
XV	REQUIRED EQUIPMENT	25
XVI	P. B. A. ACTIVITIES	26
XVII	SEPARABILITY AND SAVINGS	27
XVIII	FULLY BARGAINED PROVISIONS	28
XIX	JOB POSTING	29
XX	MILEAGE ALLOWANCE	30
XXI	PRIORITY FOR OVERTIME	31
XXII	JOB SAFETY COMMITTEE	32
XXIII	BULLETIN BOARD	33
XXIV	TERM AND RENEWAL	34

PREAMBLE

This Agreement entered into this day of ,
1982, by and between the TOWNSHIP OF PEMBERTON, in the County
of Burlington, New Jersey, a municipal corporation of the State of
New Jersey, hereinafter called the "Township", and PEMBERTON
TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 260, herein-
after called the "Association" or "PBA", represents the complete
and final understanding on all bargainable issues between the
Township and the Association.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiating agent for all Patrolmen and Sergeants employed in the Police Department.

B. The title of Patrolmen or Sergeant shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. Except as otherwise provided by law, the Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

ASSOCIATION DUES

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE IV

AGENCY SHOP

A. REPRESENTATION FEE

The Township agrees to deduct the fair share fees from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township of Pemberton and the New Jersey Public Employment Relations Commission.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

2. The majority bargaining representative shall provide, sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the Township and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township, the information necessary to compute the fair share fee for services enumerated above.

3. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

C. CHALLENGING ASSESSMENT PROCEDURE

1. The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to the Township Committee at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Township and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Township to allow all interested employees

to participate. The hearing shall be open to all interested parties and the determination of the Township

Committee shall be made in writing with

copies to the Township and the challenging employee. Any challenging employee who disagrees with the determination of the Township Committee shall have a right, within twenty

(20) days of said notice of the determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

2. In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. DEDUCTION OF FEE

1. No fees shall be deducted for any employee sooner than:

- a. The thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the negotiations unit from re-employment lists;

- d. The date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforesaid categories nor any employees in the employ of the Township at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

E. PAYMENT OF FEE

The Township shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement.

F. ASSOCIATION RESPONSIBILITY

The Association assumes responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. MISCELLANEOUS

1. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share fee information furnished by the Union, or its representatives.

ARTICLE V

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, a slowdown or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employees with due process.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VI

HOURS OF WORK, OVERTIME AND COURT TIME

A. The normal working week shall consist of the present total of an average of forth (40) hours per week.

B. An employee who is required to work longer than his normal tour of duty shall be paid for overtime at one and one-half (1 1/2) times his regular hourly rate of pay. Said time and one-half (1 1/2) overtime shall be paid in accordance with the following:

1. Except under emergent circumstances,

- | | | |
|---------------------------|---|--------------|
| a. 1 through 45 minutes | - | No pay |
| b. 46 through 90 minutes | - | 1 hour's pay |
| c. 91 through 150 minutes | - | 2 hour's pay |

Thereafter, 1 hour's overtime pay shall be paid for overtime of 31 minutes through 59 minutes for times beyond (c).

2. Under emergent circumstances, as determined by the officer in charge,

- | | | |
|---------------------------|---|--------------|
| a. 1 through 30 minutes | - | No pay |
| b. 31 through 90 minutes | - | 1 hour's pay |
| c. 91 through 150 minutes | - | 2 hour's pay |

Thereafter, 1 hour's overtime pay shall be paid for overtime of 31 minutes through 59 minutes for times beyond (c).

Hours of work, overtime and
court time continued:

C. If an employee is required to appear in Court for three (3) hours or less during his off-duty time, he shall receive fifteen (\$15) dollars for such appearance. If the appearance requires more than three (3) hours, but less than eight (8) hours, the employee shall be paid at his regular rate of pay for hours one (1) through eight (8). If the appearance requires over eight (8) hours, the employee shall be paid at time and one-half his regular rate of pay for all hours worked. For purposes of this subsection, travel time out of Burlington County, New Jersey shall be included in computing the total hours for such appearance.

ARTICLE VII

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

From date of hire through third year of service:

Twelve (12) vacation days per year.

From beginning of fourth year through tenth year of service:

Fifteen (15) vacation days per year.

From beginning of eleventh year through fifteenth year of service:

Twenty (20) vacation days per year.

Over fifteen (15) years of service.

Twenty-five (25) vacation days per year.

ARTICLE VIII

HOLIDAYS

A. Provided vouchers are submitted prior to the regular November meeting of the Township Committee, on the first payday of December of each year, the Township shall pay each employee on rotating schedule an amount equal to one (1) day's pay for each holiday declared or observed by the Township. The following shall be the rate of pay:

1. The first eight hour shift shall be paid at time and one-half plus one day's pay.
2. The second shift within the holiday shall be paid at time and one-half plus one personal day.
3. The holiday begins at 11 p.m. and extends to 10:59 p.m. the following day. The employee's hourly rate of compensation on July 1st of the year in which such payment is made shall be utilized in computing said holiday pay.

B. If an employee on the rotating shift is required to work on any such holiday, he shall be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to his holiday pay, as described above.

C. Detectives shall not receive annual holiday pay. However, if a detective works on a holiday, he shall be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to his regular pay for that day.

ARTICLE IX

LEAVES OF ABSENCE

A. Injury in the line of duty.

1. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a medical doctor until such time as payments commence under Workmen's Compensation. The Township shall pay the difference between the employee's regular rate of pay and that paid under Workmen's Compensation until such time as a medical doctor certifies that the employee is physically able to perform his duties.

B. Personal leave.

1. The Township shall permit each officer one (1) personal leave day per year with pay. The request for such leave day shall be made to the Chief at least one (1) week prior to its anticipated use, and the scheduling of such leave shall not interfere with the efficient operation of the Department. In the event of an emergency, the week's notice requirement may be waived by the Chief of Police. Failure to use the personal leave day shall not cause the Township to make any payment for such time not utilized. The personal leave day shall not be accumulative.

C. Leave of absence.

1. The Township shall provide each officer with three (3) days leave of absence with pay in the event of

Leaves of absence continued:

death in the officer's immediate family. Immediate family is defined as husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child and ward.

ARTICLE X

HEALTH AND WELFARE INSURANCE

- A. All existing medical and hospitalization insurance benefits shall be continued for the duration of this Agreement.
- B. In addition to presently existing insurance benefits, the Township agrees to implement an off-duty disability insurance program; and a \$20,000 term life insurance program effective as of the date of hire.
- C. The Township agrees to secure a plan of insurance which will pay all costs over the first \$2.00 of prescriptions for the employees covered by this agreement.

ARTICLE XI

CLOTHING MAINTENANCE ALLOWANCE

A. Provided vouchers are submitted prior to the regular May and November meetings of the Township Committee, the Township shall pay to all employees the sum of \$200 on the first payday in June 1982, and \$200 on the first payday in December 1982; \$212.50 on the first payday in June 1983 and \$212.50 on the first payday in December 1983, for the purpose of maintaining clothing and/or uniforms.

B. The amounts payable under this article shall be prorated by months of service to reflect actual time served where an employee is not employed for an entire year.

ARTICLE XII

SALARIES

A. Commencing January 1, 1982, the salary for all Patrolmen and Sergeants employed by the Township of Pemberton shall be at an hourly rate as follows:

1. Patrolmen:

Base	-	\$6.73	per hour
Step 1	-	7.34	per hour
Step 2	-	7.96	per hour
Step 3	-	8.58	per hour
Step 4	-	9.22	per hour

2. Sergeants - 10.17 per hour

B. Commencing January 1, 1983, the salary for all Patrolmen and Sergeants employed by the Township of Pemberton shall be at an hourly rate as follows:

1. Patrolmen:

Base	-	\$7.34	per hour
Step 1	-	8.00	per hour
Step 2	-	8.68	per hour
Step 3	-	9.35	per hour
Step 4	-	10.05	per hour

2. Sergeants - 11.09 per hour

C. A newly hired employee shall be compensated at base for the first year of service, and thereafter, shall at the completion of each succeeding year, move to the next Step of the Salary Scale as stated above.

D. Longevity

All full-time employees who have completed the following numbers of years of continuous, full-time employment with the Township of Pemberton shall be entitled to the specified percentages of longevity pay in addition to their Step 4 pay or Sergeants pay:

Salaried continued:

5 years	-	4%
10 years	-	8%
15 years	-	12%

Said longevity payments shall commence with the next pay period following the date of completion of said service.

E. Detective stipend

In recognition of the special duties and responsibilities assumed by detectives, all detectives shall receive from the Township the sum of \$362.50 on the first payday in June 1982, and the sum of \$362.50 on the first payday in December 1982, and the sum of \$375 on the first payday in June 1983 and the sum of \$375 on the first payday in December 1983, provided vouchers are submitted prior to the regular May and November meetings of the Township Committee. The detective stipend payable hereunder shall be prorated by months of service to reflect actual time served where an employee does not serve as a detective for an entire year.

F. Emergency meals for overtime

The Township shall provide each employee, who is required to work for any reason of emergency other than manpower shortages due to employee vacations, sick time or other authorized leave, with a meal of not less than \$3 nor more than \$5. An employee shall be entitled to one (1) meal at the end of four (4) hours continuance work if such work assignment shall be for a duration of five (5) or more hours. This provision shall be applicable for each five (5) hour period of continuance work thereafter.

G. Education expenses

Books, tuition and directly related supplies shall be reimbursed by the Township for all courses beginning with January 1, 1980, in which the officer maintains a C or better average, or its equivalent. All courses must be required toward a Police Science Degree, an Associate Police Science (criminal justice) Degree or Master's Police Science Degree, and enrollment must be authorized in advance in writing by the Township Administrator provided that the courses applied for fall within the subject areas set forth above. Should a C average not be obtained because of work schedule conflicts, verification by the Township Administrator shall be a basis for reimbursement.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement or administrative policies and practices. Also included in the scope of grievable items are disciplinary actions which are appealable to Civil Service as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the Department.

B. Complaints may be initiated by an employee to his superior or the Police Chief. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage, and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

C. When the Association wishes to present a grievance for itself, or for an employee or groups of employees for settlement, or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

STEP ONE:

Within five (5) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Association, or his duly authorized representative, shall present

Grievance procedures continued:

the grievance to the Police Chief, or his duly designated representative. The Police Chief shall answer the grievance within five (5) working days.

STEP TWO:

If the grievance is not resolved at Step One or if no answer has been received within the time set forth in Step One, the Association shall present the grievance within five (5) working days in writing to the Public Safety Committee or Police Commissioner, as the case may be. This presentation shall set forth the position of the Association, and at the request of either party, discussions may ensue. The Public Safety Committee or Police Commissioner, as the case may be, shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

STEP THREE:

If the grievance is not resolved at Step Two, or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing within ten (10) working days to the Township Committee. The final decision of the Township Committee shall be given to the Association in writing within thirty (30) days after the receipt of the grievance.

STEP FOUR:

If the grievance has not been settled by the parties at Step Three of the Grievance Procedure, or if no answer in writing by the Township Committee has been received by the Association within the time provided in Step Three, then the Association may

Grievance procedures continued:

invoke arbitration of the grievance in accordance with Article XIV hereof.

In the event a grievance is not processed in accordance with the time limitations set forth above, unless such time limitations are waived by both parties, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article.

ARTICLE XIV

ARBITRATION

A. Any grievance not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

B. The Association may institute arbitration proceedings when the Grievance Procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Township Committee.

C. The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties.

E. The arbitrator's decision shall be final and binding on all parties.

F. In any case where the grievance may be appealed to the New Jersey Department of Civil Service, the election of arbitration shall preclude resort by the employee or the Association to the Department of Civil Service. Conversely, if the grievance is appealed

Arbitration continued:

to the Department of Civil Service, the employee or the Association shall be barred from proceeding to arbitration in accordance with this Article.

ARTICLE XV

REQUIRED EQUIPMENT

A. The Township shall provide all required equipment, including but not limited to holster, baton, baton holder, belt, handcuffs, handcuff holder and sam browne belt, if any of these are required. Employees who have already purchased such equipment shall receive no compensation therefor, but shall receive replacement thereof upon presentation of damaged equipment.

x

ARTICLE XVI

P.B.A. ACTIVITIES

A. The Township agrees to grant the necessary time off to the proper P.B.A. officers to attend monthly state meetings and to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association in accordance with N.J.S.A. 11:26C-4.

B. Further, the Township agrees to grant a total of fifty-two (52) hours time off per year without loss of compensation for use of employees, designated by the P.B.A., to conduct any business of the P.B.A. If all of such fifty-two (52) hours are not utilized in any year, such hours shall accumulate and may be utilized in subsequent years. The welfare of the Department shall be considered when time off is requested or granted.

ARTICLE XVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. However, the Township agrees to comply with the provisions of N.J.S.A. 34:13A-5.3.

ARTICLE XIX

JOB POSTING

A. To keep the employees within the department or organizational unit informed of positions in which they may be interested for reassignment and to provide opportunity to apply, existing, or planned job vacancies, or new job openings shall be posted prominently for seven (7) calendar days. The posting shall include a description of the job, including the shift and days off.

ARTICLE XX

MILEAGE ALLOWANCE

A. Before a Police Officer may use his own vehicle for police business, he shall first request permission from the Chief. If no Police Vehicle is available, the Police Officer shall then request a Township Vehicle from the Township Administrator or his designee. If no Township vehicle is available, the Officer may utilize his own vehicle and shall be reimbursed at the rate of fifteen (15¢) cents per mile for such use.

ARTICLE XXI

PRIORITY FOR OVERTIME

A. Overtime, when available, shall be available in order of preference based upon a rotating seniority roster.

B. There may be certain situations in which the Department, because of special skills or other attributes of the particular officer, determines that it is in the best interests of the employer to bypass an employee or employees on the seniority list.. In such cases, the rotating seniority roster shall not apply, however, it is agreed that any bypassed employees must become next on the list for the purposes of the overtime roster.

C. In the event four (4) names on the seniority roster refuse overtime, the Chief, or his designee, shall have the right to assign overtime as appropriate.

D. The purpose of this section is to equalize overtime among the employees.

E. It will be the obligation of the employees to set up their own rotating seniority roster.

ARTICLE XXII

JOB SAFETY COMMITTEE

A. As soon as practicable, a job safety committee shall be arranged, which will have the following functions:

1. The P.B.A. shall designate a safety committee which may forward its suggestions relative to job safety to the Public Safety Committee. Such suggestions shall be in writing.
2. The suggestions may be discussed at the next Public Safety Committee meeting, provided at least one weeks notice is given.
3. Any suggestions or other matters brought up by the Committee shall not be considered negotiations, but shall be merely for the purposes of conference and discussion as the mutual desire of both parties. These items shall also not be considered grievances.

ARTICLE XXIII

BULLETIN BOARD

- A. The employer will supply one (1) bulletin board for the use of the P.B.A. to be placed somewhere in Police Headquarters.
- B. The bulletin board shall be for the use of the P.B.A. for posting of notices and bulletins pertaining to P.B.A. business and activities and matters dealing with the welfare of the employees.
- C. No matter may be posted without receiving permission of the officially designated Association representative.
- D. No matter may be posted which is considered to be inflammatory.

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 1982, and shall remain in full force and effect until December 31, 1983, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this day of , 1983.

PEMBERTON TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 260.

By:

Stephen A. Emery

TOWNSHIP OF PEMBERTON
BURLINGTON COUNTY,
NEW JERSEY.

By:

Stephen A. Emery

ATTEST:

Charlotte C. Newhart
3/5/83

ATTEST:

Charlotte C. Newhart
March 4, 1983